THE HONOURABLE SRI JUSTICE GODA RAGHURAM

WRIT PETITION No. 20356 of 2000

DATED: 30-10-2007

Between:

G.V.Banojirao and others

…Petitioners

and

The General Manager (HRD),
Andhra Bank, Head Office Saidabad,
Hyderabad and others

…Respondents

THE HONOURABLE SRI JUSTICE GODA RAGHURAM

W.P.No. 20356 of 2000

Oral order:

The writ petition is misconceived. The petitioners entered the service of the Andhra Bank in several of its branches in Visakhapatnam District during 1982 to 1988 as casual sub-staff. As several sub-staff were working for a long duration in continuous or intermittent spells, a Memorandum of settlement was arrived at under Section 12 (3) of the Industrial Disputes Act, 1947 (for short 'the Act') on 9-1-1995 between the Management of Andhra Bank, Hyderabad and the All India Andhra Bank Award Employees Union, Hyderabad. The settlement was in respect of several establishment issues. Clause 8 of the settlement incorporated the procedure for empanelment and absorption of eligible temporary candidates. Under this aspect of the settlement all eligible temporary candidates will be interviewed by the Bank for being empanelled in the seniority panels as specified in clause 2 of the settlement. Clause 1 of the settlement sets out the eligibility for empanelment. According to clause 8 (c), the Bank will engage the services of the empanelled candidates under the settlement along with already existing panel candidates if any, in leave vacancies in their respective districts by rotation for a maximum period of 30 days at a stretch till such time, the scope for their absorption arises.

It is the case of the petitioners that they have all been empanelled pursuant to the terms of the settlement set out in clause 8 of the settlement dated 9-1-1995. Future continuance in service is

not a condition precedent for continuing eligibility for absorption under the terms of the settlement. Clause 8 (c) of the settlement also entitles the empanelled candidates to continue in as casual sub-staff only for a maximum period of 30 days at a stretch and subject to availability of leave vacancies.

In the circumstances above, the petitioners cannot claim continuance in casual employment till absorption into regular vacancies. The premise of the writ petitioners is that they should be continued in casual employment till regular absorption. The premise has no legal foundation and no foundation in the settlement dated 9-1-1995. Though in para 10 of the writ petition, it is vaguely pleaded that the Union has come to learn that the Bank has been engaging unauthorized candidates who are out side the panel in regular vacancies of sub-staff, no particulars are pleaded nor has any information being procured from the respondents-Bank by way of discovery or interrogatories. In the context and in the light of the vagueness of the plea, no cognizance can be taken on this allegation.

On the analysis above, the petitioners' contention that the terms of the settlement have been violated and the petitioners are not being absorbed into regular vacancies, has no merit, since no factual foundation is either pleaded or demonstrated.

For the aforesaid reasons, the writ petition fails and is accordingly dismissed. There shall be no order as to costs. The interim order dated 25-10-2000 shall stand dissolved. Nothing in this judgment shall however be construed as in derogation of the petitioners right to regular absorption under the settlement dated 9-1-1995.

GODA RAGHURAM, J

30-10-2007
GRR